

CONSTITUTION

And

BYLAWS

of

ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION

DISTRICT 8

Teachers' Bargaining Unit

INDEX

<u>CONSTITUTION</u>	<u>PAGE</u>
1. Definitions	1
2. Repugnancy	1
3. Name and Membership	1
4. Objectives	2
5. Bargaining Unit Organization	2
6. Duties of Executive Members	2
7. Duties of Executive	3
8. Duties of Council	4
9. Duties of Branch Representative	4
10. Terms of Office	4
11. Duties of the Membership	4
12. General Meeting(s)	5
13. Bylaws	5
14. Standing Committees	5
15. Amendments	5
 <u>BYLAWS</u>	
1. All Bylaws of OSSTF	5
2. Meetings	5
3. Branch Representation	6
4. Governing Council and Standing Committee Absenteeism	6
5. Governing Vacant Seats	6
6. Election Procedures	7
7. Awards and Honorariums	8
8. Treasurer Release Time	8
9. Contingency Fund	8
10. Bargaining Unit Levy	8
11. Federation Officer	8
12. President: Terms of Employment	10
13. Grievance Committee	10
14. Grievance Appeals Committee	10
15. Collective Bargaining Committee	11
16. Educational Services Committee	12
17. Liaison Committee	13
18. Constitution Committee	13
19. Finance Committee	14
20. Health and Safety Officers	14
21. Duties of Branch Representative to Council	14
22. Duties of the Chief Electoral Officer	14
23. Ken Robins Bursary	15
24. Anti-Harassment and Anti-Bullying	15
25. Amendments	15
 <u>APPENDIX: POLICIES</u>	 15

OSSTF District 8

Teachers' Bargaining Unit (TBU)

CONSTITUTION

ARTICLE 1 - Definitions

In this Constitution:

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "District" shall mean the District organization of OSSTF, District 8 including all bargaining units.
3. a. "Secondary School Teacher" shall mean a teacher whose employment with the Board is described in the Secondary Schools Teachers' collective agreement.
 b. "Occasional Teacher" shall mean a teacher whose employment with the Board is described in the Occasional Teachers' collective agreement.
 c. "Teachers' Bargaining Unit" or "Bargaining Unit" shall mean all Secondary School Teachers and Occasional Teachers who qualify as active Members of OSSTF.
4. "Member" shall mean an active Member of the Teachers' Bargaining Unit.
5. "Constitution" shall mean a framework of fundamental principles by which the Bargaining Unit is governed and includes the Bylaws.
6. "Bylaws" shall mean standing rules governing matters of internal regulation through which the Constitution is applied.
7. "Workplace" shall mean any location where a Member is employed by the Avon Maitland District School Board.
8. "Branch": There shall be the following Branches
 Central Huron Secondary School (CHSS)
 F.E. Madill Secondary School (FEMSS)
 Goderich District Collegiate Institute (GDCI)
 Listowel District Secondary School (LDSS)
 Mitchell District High School (MDHS)
 St. Marys District Collegiate Vocational Institute (SMDCVI)
 South Huron District High School (SHDHS)
 Stratford District Secondary School (SDSS)
 Continuing Education Teachers (Con.Ed.)
 Occasional Teachers (OT)
9. "Policy" shall mean a stand or position taken by OSSTF in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of OSSTF
10. "OTF" shall mean the Ontario Teachers' Federation.
11. "Occasional Teacher" shall be as defined by the Education Act.
12. "Board" shall mean the Avon Maitland District School Board (AMDSB).
13. "AMPA" shall mean the Annual Meeting of the Provincial Assembly of OSSTF

ARTICLE 2 - Repugnancy

Any part of this Constitution, or any amendment thereto, which is repugnant to the Provincial Constitution of OSSTF is hereby declared null and void.

ARTICLE 3 - Name and Membership

1. This organization shall be known as the Teachers' Bargaining Unit (TBU) of District 8 of OSSTF
2. A Member must be a teaching Member in good standing of OSSTF in the employ of the Board.

ARTICLE 4 - Objectives

The objectives of the Bargaining Unit shall be:

1. To promote and advance the cause of education,
2. To promote a high standard of professional ethics,
3. To bargain collectively on behalf of its Members,
4. To secure for Members more active participation in formulating educational policies and practices affecting areas of work,
5. To work towards control of our professional destiny,
6. To foster and promote the dignity of all persons regardless of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, marital status, family status or disability.

ARTICLE 5 - Bargaining Unit Organization

1. Bargaining Unit Executive
 - a. there shall be a Bargaining Unit Executive, hereinafter referred to as the Executive, consisting of:
 - i. Immediate Past President
 - ii. President
 - iii. two Vice-Presidents
 - iv. Secretary
 - v. Treasurer
 - vi. Communications Officer
 - vii. Federation Officer
 - viii. Educational Services Officer
 - ix. Collective Bargaining Committee Chairperson
 - x. Occasional Teachers' Branch President
 - xi. Health and Safety Officer in their 2nd year of term
 - b. the Executive may also include additional Members as determined by the Bargaining Unit.
2. Bargaining Unit Council

There shall be a Bargaining Unit Council, hereinafter referred to as the Council, consisting of:

 - the Executive
 - representatives from each Branch as determined in the Bylaws
 - the chairperson of each Standing Committee
 - the Health and Safety Officer in their 1st year of term

ARTICLE 6 - Duties of Executive Members

1. It shall be the duty of the President:
 - a. to be the chief executive officer of the Bargaining Unit
 - b. to call meetings of the Executive, Council and Bargaining Unit in accordance with the Constitution and Bylaws
 - c. to preside at all meetings of the Executive, Council and Bargaining Unit
 - d. to disseminate provincial information to Council
 - e. to act as an ex-officio Member on all Committees and to maintain contact with all Federation work
 - f. to attend *AMPA* as a voting delegate
 - g. to inform the Provincial Executive of any matters adversely affecting the welfare of the Bargaining Unit or one of its Members
 - h. to act as liaison between the Bargaining Unit and the District School Board as directed by the Bargaining Unit Council
 - i. to report to the Council and the Members of the Bargaining Unit on all deliberations of Teacher-Board Committees

- j. to assist in the maintenance of the Bargaining Unit collective agreements
 - k. to receive the Bargaining Unit correspondence and direct action where necessary
 - l. to attend all Provincial Council meetings as Provincial Councillor and to present a written report to Council following each meeting
 - m. to bring forward resolutions passed by Council to Provincial Council
 - n. to act as a signing officer
 - o. to act as liaison with other local affiliates of OTF
 - p. to attend Board meetings as deemed necessary
 - q. to serve on the District Executive as described in the District 8 Constitution
 - r. to delegate as appropriate the above duties
 - s. to initiate a Benevolent Fund, effective September 1, according to parameters set by Council at the last Council meeting of the preceding school year.
2. It shall be the duty of the Immediate Past-President:
 - a. to assist the President and other Executive Members and the Council where deemed necessary
 - b. to be the Chairperson of the Constitution Committee
 3. It shall be the duties of the Vice-Presidents:
 - a. to perform the duties of the Bargaining Unit President if the Bargaining Unit President is absent, or at the request of the Bargaining Unit President
 - b. to serve as either the representative on the District Political Action Committee or to co-ordinate representation to the local Labour Councils
 - c. to carry out duties as assigned by the Council
 - d. to act as a signing officer when the President is unavailable
 - e. to disseminate provincial information to Council
 - f. to chair the Constitution Committee in the absence of an Immediate Past-President.
 4. It shall be the duty of the Secretary:
 - a. to be responsible for the minutes of the Executive, Council and the General Meeting(s)
 5. It shall be the duty of the Treasurer:
 - a. to present an annual budget to Council and to the membership for approval
 - b. to present a financial report at each Council meeting
 - c. to report on the finances of the Bargaining Unit to General Meeting(s)
 6. It shall be the duty of the Communications Officer:
 - a. to update the membership through a variety of media, as required.
 - b. to generate and distribute an election newsletter, in accordance with the Bylaws.
 7. It shall be the duty of the Federation Officer:
 - a. to carry out the duties assigned by the Bylaws, Council, and President.
 8. It shall be the duty of the Educational Services Officer:
 - a. to carry out the duties in accordance with the Bylaws.
 - b. to carry out the duties of the Educational Services Committee Chairperson.
 9. It shall be the duty of the Collective Bargaining Chairperson:
 - a. to carry out the duties in accordance with the Bylaws.
 10. It shall be the duty of the Occasional Teachers' Branch President:
 - a. to carry out duties in accordance with the Bylaws.
 11. It shall be the duty of the Health and Safety Officer:
 - a. to carry out the duties in accordance with the Bylaws.

ARTICLE 7 - Duties of Executive

1. It shall be the duties of the Executive:
 - a. to promote within the Bargaining Unit, the aims and objectives of OSSTF
 - b. to deal with all matters brought before it which require action prior to the next regular Council meeting
 - c. to authorize emergency or over-budget expenditures
 - d. to consider and advise on proposed Letters of Understanding

ARTICLE 8 - Duties of Council

1. It shall be the duties of the Council:
 - a. to promote within the Bargaining Unit the aims and objectives of OSSTF
 - b. to keep the Bargaining Unit Members informed of its activities and the activities of all its committees
 - c. to inform the Bargaining Unit Members of any general meeting(s)
 - d. to carry out any instructions of the Bargaining Unit as voted upon by the membership
 - e. recommend to the Bargaining Unit Members the approval of the annual budget
 - f. to establish any Ad Hoc committees necessary for the conduct of the business of the Bargaining Unit
 - g. to oversee all its committees and to deal with all committee reports and submissions
 - h. to specify the duties of the chairpersons of non-standing committees
 - i. to appoint at the first Council meeting of the school year annually a:
 - Chief Electoral Officer
 - Health and Safety Officer and one alternate
 - Communications Officer
 in accordance with the Bylaws
 - j. to appoint Members to fill permanent vacancies on the Bargaining Unit Executive
 - k. to appoint a Federation Officer according to the Bylaws
 - l. to determine the Bargaining Unit Representatives on District Committees and to appoint Members to all joint Teacher-Board committees
 - m. to elect AMPA Delegates and alternates
 - n. to consider and advise on proposed exceptions to the Collective Agreement(s)
 - o. to propose, debate, and decide on amendments to the Appendix: Policies section of the Constitution and Bylaws.

ARTICLE 9 - Duties of Branch Representatives

The responsibilities of the Branch Representatives shall be those outlined in the Bylaws.

ARTICLE 10 - Terms of Office

1. The term of office of those Members of the Executive elected at the Spring General Meeting shall be two years, commencing on July 1 of the year of election.
2. The Federation Officer shall be appointed according to the Bylaws.
3. The Branch Representatives shall be elected according to the Bylaws.

ARTICLE 11 - Duties of the Membership

1. It shall be the duty of the Membership:
 - a. to elect the President, two Vice-Presidents, Secretary, Treasurer, and representatives on Committees in accordance with this Constitution and the Bylaws of OSSTF
 - b. at a General Meeting or an Emergency General Meeting
 - i. to receive the Memorandum of Settlement of the tentative amendments to the Collective Agreement
 - c. to ratify the Memorandum of Settlement of the tentative amendments to the Collective Agreement, subject to an acceptance by a majority vote of the Bargaining Unit Members qualified to vote, present, and voting, in accordance with Bylaw 15.7.d
 - d. at a General Meeting
 - i. to receive and consider reports and communications from OSSTF, OTF, and Council Members and committees
 - ii. to ratify action taken by the Executive or the Council in the name of the Bargaining Unit
 - iii. to review and amend the Constitution of the Bargaining Unit
 - iv. to approve the annual budget.

ARTICLE 12 - General Meeting(s)

There shall be at least one General Meeting of the Bargaining Unit per year as in Bylaw 2.

ARTICLE 13 - Bylaws

1. The Bargaining Unit may enact at a General Meeting, any Bylaw not inconsistent with this Constitution or with the Provincial Constitution of OSSTF concerning:
 - a. the management of its property, funds, and its own internal organization and administration
 - b. the establishment of special and standing committees
 - c. all other matters deemed necessary and convenient for the welfare of the Members, or the conduct of the business of the Bargaining Unit.

ARTICLE 14 - Standing Committees

1. There shall be standing committees as follows:
 - a. Collective Bargaining
 - b. Educational Services
 - c. Constitution
 - d. Finance
 - e. Liaison Committees/Teacher-Board Relations Committee

ARTICLE 15 - Amendments

Amendments to this Constitution may be made at any General Meeting other than an Emergency Meeting of the Bargaining Unit:

1. by a two-thirds vote of the Members qualified to vote, present, and voting, provided that:
 - a. notice of the proposed amendment shall have been given in writing to the Constitution Chairperson at least two weeks prior to the General Meeting
 - b. such notice shall have been forwarded to the membership at least one week prior to the General Meeting.
2. If previous notice has not been given, then by a nine-tenths vote of the members qualified to vote, present, and voting.

BYLAWS

BYLAW 1 - All Bylaws of OSSTF shall apply to this Bargaining Unit. The parliamentary authority for the Bargaining Unit shall be Robert's Rules of Order Newly Revised (most recent edition)

BYLAW 2 - MEETINGS

1. General Meeting(s)
 - a. a General Meeting of the District 8 TBU shall be called at least once per school year.
 - b. General Meetings may be called by a
 - vote of the Executive
 - vote of Council
 - petition to the President by a minimum of 25% of the Members of the Bargaining Unit of whom no more than half may be from one Branch.
 - c. twenty-eight calendar days' advance notice of General Meetings of the Bargaining Unit must be given by the President in writing to the Members via the Branch Representatives.
 - d. notwithstanding the above, an Emergency General Meeting may be called by the President at the direction of the Executive or for a ratification of a Tentative Collective Agreement. The agenda of the Emergency Meeting must be stated. This agenda may

- be changed only by 90% majority vote of the Members present and voting. Such Emergency Meetings may be called on 48 hours' notice to the Members.
- e. ten percent of the Members of the Bargaining Unit shall constitute a quorum for doing the business of a General Meeting. There must be representation from at least 70% of the Branches.
- f. all voting shall occur under the Rules of Orders determined under the Bylaws of the OSSTF.
- 2. Council Meetings
 - a. Council shall meet at least five times in the school year, the dates of such meetings to be tentatively set by the President and approved by the Members of Council.
 - b. the Council shall meet at the call of the President or at the written request of three Members of the Council.
 - c. a quorum of fifty percent of the Council Members shall be required for doing the business.
 - d. in voting on all matters, each Member of Council is entitled to cast one vote.
- 3. Executive Meetings
 - a. the Executive shall meet at the call of the President or of any two Members of the Executive.
 - b. a quorum of fifty percent of the Executive Members shall be required for doing the business.

BYLAW 3 - Election of Branch Representatives

1. Each Branch shall elect annually a Branch President who shall take office on July 1.
2. Each Branch shall elect annually a Branch Vice-President who shall take office on July 1.
3. Each Branch shall elect annually a representative and an assistant representative to the Collective Bargaining Committee who shall take office on July 1. One of the Occasional Teacher Representatives on this Committee shall be the OT Branch President.
4. Each Secondary School Branch shall elect annually a representative to the Educational Services Committee who shall take office on July 1.
5. Each Secondary School Branch shall elect annually an In-School Staffing Advisory Committee (ISSAC) representative to take office on July 1.
6. The Occasional Teachers' Branch shall elect a President and a Vice President at the OT Branch meeting. The term of office shall be two years, commencing on July 1 of the year of the election, currently on even years.

BYLAW 4 - Governing Council and Standing Committee Absenteeism

The seat of a Member of Council or a Standing Committee may be declared vacant by the President with approval of the Council if the Member fails to attend three consecutive meetings without prior notification.

BYLAW 5 - Governing Vacant Seats

1. Short-Term Vacancies
 - a. Council shall fill any vacancy on the Executive by appointment of a Member of Council by Council.
 - b. all other vacancies such as those on standing committees and Branch Representatives shall be filled by the same body which elected the original Member, in accordance with the procedures of the electing body.
 - c. the appointed Member shall serve until the return of the incumbent or the end of term, whichever comes first.
2. Permanent Vacancies
 - a. Should a permanent vacancy for an elected position on the Executive occur in the first year of a two year term, the vacancy will be advertised to all members and filled

through appointment by Council. The appointment shall be for the balance of the first year. The second year of the term will be filled by an election at the next General Meeting in accordance with Bylaw 6.

- b. Should a permanent vacancy occur as in Bylaw 5.2.a, but after the General Meeting, the vacancy will be advertised to all members and filled through appointment by Council. The appointment shall be for the balance of the two year term. The subsequent two year term will be filled by an election at the next General Meeting in accordance with Bylaw 6..
- c. All other permanent vacancies on the Executive will be filled in accordance with the relevant sections of the Constitution and Bylaws as soon as allowed. Until such time, the vacancy will be filled through appointment by Council after being advertised to all members

BYLAW 6 - Election Procedures

1. Elections for the President, two Vice-Presidents, Secretary and Treasurer shall occur at a General Meeting.
2. A Chief Electoral Officer shall be appointed annually by Council to be responsible for the coordination of election procedures. The Chief Electoral Officer shall be someone who is not a candidate for executive office. The Chief Electoral Officer shall report on nominations.
3. A nomination form shall be completed for each candidate with a nominator and seconder. Such nomination forms shall be made available to the membership twenty-eight calendar days prior to the election and must be received by the Chief Electoral Officer no later than twenty-one calendar days after being made available. Nominations from the floor are in order when:
 - a. there are no on-time nominations for a position;
 - b. an unsuccessful candidate wishes to be nominated for another position
4. Campaigning for office shall be carried out through the Bargaining Unit Newsletter, to be distributed seven calendar days prior to the General Meeting. Space in a special election edition of the Bargaining Unit Newsletter will be allocated equally to each person seeking any one office. Candidates for elected positions on Executive may address the membership at the General Meeting for up to 5 minutes each.
5. When the candidates are introduced by the Chief Electoral Officer at the General Meeting, nominations will be deemed to be closed.
6. Each candidate may appoint a scrutineer to observe the counting of the ballots.
7.
 - a. ballots will be distributed and counted by Branch Presidents under the supervision of the Chief Electoral Officer.
 - b. election of all officers shall be by a majority of those qualified to vote, present and voting. The phrase "a majority of votes" shall be interpreted to mean that the candidate's vote total exceeds one-half of the number of Members present, qualified to vote and voting.
 - c. if a candidate is acclaimed, no majority vote is required.
 - d. in the election for a single position where no candidate receives a majority of votes, the candidate receiving the lowest number of votes shall be dropped from the ballot and a further ballot shall be held.
 - e. the first ballot will be for President.
 - f. the second ballot will be for two Vice-Presidents. In this election, each qualified voter may vote for one or two candidates.
 - i. if one candidate receives a majority of the votes, he/she shall be declared elected.
 - ii. if more than two candidates remain, the candidate receiving the lowest number of votes shall be dropped from the ballot and a further ballot shall be held.
 - iii. if only two candidates remain, a further ballot shall be held and the candidate receiving a majority of the votes declared elected.

- g. the third ballot will be for Treasurer.
- h. the fourth ballot will be for Secretary.
- i. a defeated candidate may choose to run for any remaining Executive position.
- 8. In the event that a quorum cannot be attained, an Emergency General Meeting will be called.
- 9. Elections of delegates and alternates to AMPA shall occur at the November/December meeting of Council by the Members of Council. On-time nominations shall be received by the Chief Electoral Officer from an opening date in the first week of November until nominations close 14 calendar days after the opening date. Should there be an insufficient number of on-time nominations, nominations from the floor will be considered. The number of delegates and alternates, including an Occasional Teacher representative, shall be determined by Provincial OSSTF.

BYLAW 7 - Awards and Honorariums

- 1. Council may provide an award or honorarium within the budget to Members who have made an outstanding contribution of time and effort to the Bargaining Unit.
- 2. The Treasurer may receive an annual honorarium as determined by Council.

BYLAW 8 - Treasurer Release Time

- 1. Upon request, the Treasurer may be granted, in consultation with the President, federation leave to carry out required duties.

BYLAW 9 - Contingency Fund

- 1. Purpose – The TBU contingency fund shall be used on the approval of Council or the Bargaining Unit Executive, to assist in dealing with unforeseen or unusual expenses during the course of the budget year.

BYLAW 10 - Bargaining Unit Levy

- 1. A levy of 0.08 per cent of each Member's gross annual salary shall be collected by payroll deduction.
- 2. The objects of this fund shall be to provide funds for:
 - a. Long Term Federation release time as described in Article 27.01 b of the collective agreement
- 3. Any declared surplus at the end of the fiscal year shall be used to reduce any future levy.

BYLAW 11 - Federation Officer

- 1. The Federation Officer shall be an appointee of the Bargaining Unit. The Officer shall be a secondary school teacher in the employ of Board, released from all teaching duties to the Bargaining Unit.
- 2. It shall be the duty of the Federation Officer:
 - a. to be Chief Negotiator for the TBU
 - b. to advise the Collective Bargaining Committee on the preparation of the Collective Bargaining Briefs
 - c. to act as liaison with the OSSTF Provincial Protective Services Department and the Collective Bargaining Cluster
 - d. to act as the spokesperson for the Collective Bargaining Committee in any and all dealings with the Board
 - e. to report regularly to the Collective Bargaining Chair and the Committee on dealings with the Board
 - f. to report to the President and the Executive on dealings with the Board as requested
 - g. to present tentative settlements or amendments to the Collective Agreement to the general membership at an Emergency General Meeting prior to a ratification vote.

- h. to negotiate Collective Agreements under the terms of the Labour Relations Act
 - i. to work in cooperation with the Provincial Collective Bargaining Committee by keeping them fully informed about the progress of Bargaining Unit negotiations
 - j. to provide maintenance of the Collective Agreements between the Bargaining Unit and the Board, including grievances
 - k. to advise and assist Members on matters of federation policy and the Collective Agreements
 - l. to act on behalf of a Member or Members of the Bargaining Unit, when requested by such Members, in discussion with the Board and its personnel, including principals and vice-principals
 - m. to be a resource person or Member to all committees that result from negotiations, at the discretion of Council
 - n. to be the Pensions and Benefits Officer
 - o. to report in writing at each Council meeting
 - p. to report to Council on all outstanding grievances and resolutions of grievances
 - q. to report in writing to General Meeting(s)
 - r. to provide assistance to the OSSTF Secretariat Liaison assigned to the Bargaining Unit as requested
 - s. to perform other tasks assigned by the Council as required
 - t. to provide similar services to the OSSTF District 8 Professional Student Services Personnel Bargaining Unit (PSSP) as are provided to the TBU during the period of time that the PSSP Bargaining Unit collects the same local levy that the TBU collects from its Members and remits such levy to the TBU Treasurer.
3. The Federation Officer shall be appointed by the Bargaining Unit Council by the following method:
- a. The position shall be advertised, as necessary, to the Bargaining Unit, during the first school week of January;
 - b. Applications are to be submitted to the Interview Committee within two weeks of the posting of the advertisement;
 - c. The Interview Committee shall be comprised of five Members of Council including President or designate, one other Executive Member and three Branch Representatives to Council. These Members, other than the President, shall be elected by Council.
 - d. It is the responsibility of Teacher Council to review and set the criteria that will be used by the Interview Committee.
 - e. The Interview Committee shall review all applications and conduct interviews no later than March Break.
 - f. Council will meet to review the information and recommendation of the Interview Committee. The appointment will be made no later than April 1.
 - g. Appointment shall be by a majority of the Members of Council eligible to vote, present and voting.
 - h. All applicants shall be notified immediately of the appointment made.
4. The initial term of office shall be for one year commencing on July 1. Upon review, this may be renewed by Council for another two year term without posting.
5. When the term has been completed, if the incumbent is reappointed, the term of office shall be two years.
6. Employment of the Federation Officer may be terminated by mutual agreement between the Council and the Federation Officer.
7. The terms of employment for the Federation Officer shall be:
- a. to remain as a teacher in the employ of the Board, entitled to full-time salary, benefits and allowances, and accruing full seniority.

- b. to be paid a responsibility allowance equal to Article 9.03 Allowances, Resource Teacher/Consultant/ Coordinator at the current rate of the Collective Agreement between The Secondary School Teachers of the Ontario Secondary School Teachers' Federation – District 8 and The Board in addition to the salary and benefits as stated in section a. If any responsibility allowance is paid to the Federation Officer from the Board, the allowance will be reduced by the amount being paid by the Board.
 - c. to work on a full-time basis.
8. The Bargaining Unit shall reimburse the Board as required by the Collective Agreement.

BYLAW 12 - President: Terms of Employment

1. The President shall be released from all teaching duties with Board to the Bargaining Unit. The terms of employment for the TBU President shall be:
 - a. to remain as a teacher in the employ of the Board, entitled to full-time salary, benefits and allowances, and accruing full seniority.
 - b. to be paid a responsibility allowance equal to Article 9.03 Allowances, Resource Teacher/Consultant/ Coordinator at the current rate of the Collective Agreement between The Secondary School Teachers of the Ontario Secondary School Teachers' Federation – District 8 and The Board in addition to the salary and benefits as stated in section a. If any responsibility allowance is paid to the President from the Board, the TBU allowance will be reduced by the amount being paid by the Board or the compensation and allowance as set out in the District Constitution whichever is greater.
 - c. to work on a full-time basis.
2. The Bargaining Unit shall reimburse the Board as required by the terms of the Collective Agreement

BYLAW 13 - Grievance Committee

1. Membership - The Grievance Committee shall consist of the:
 - a. Federation Officer
 - b. the President
 - c. Chairperson of Collective Bargaining Committee
2. Duties of the Committee
 - a. To be responsible for making decisions concerning the processing of grievances.
3. Appeal Process
 - a. Any Member may appeal a decision of the Grievance Committee to the Grievance Appeals Committee.

BYLAW 14 - Grievance Appeals Committee

1. The Grievance Appeals Committee shall consist of three Members of the Bargaining Unit Council who are not on the Bargaining Unit Grievance Committee and one of whom shall be from the Bargaining Unit Executive. They shall be appointed by the Council at the first regular Council meeting of the school year.
2. The Members of the Grievance Appeals Committee shall select one of their Members to Chair the meeting.
3. A quorum for the Grievance Appeals Committee shall be all three Members.
4. One Member of the Bargaining Unit Executive or Council who shall not be a Member of the Grievance Committee and also shall not act as a Member of the Grievance Appeals Committee may be chosen by the Member appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Grievance Appeals Committee.
5. Procedures for the Grievance Appeals Committee:
 - a. the Bargaining Unit Member(s) asking for the appeal of the decision of the Bargaining Unit Grievance Committee will be invited to attend a meeting of the Grievance Appeals Committee to present their case.

- b. the Bargaining Unit Member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
- c. the Bargaining Unit Grievance Officer/Committee will state the reasons for not carrying forward the grievance.
- d. the Bargaining Unit Member(s) appealing the decision of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee.
- e. the Grievance Appeals Committee will consider the appeal in camera after both parties have been excused and will communicate their decision to the Bargaining Unit Member(s) and the Bargaining Unit Grievance Officer/Committee as soon as possible.

BYLAW 15 - Collective Bargaining Committee

1. Membership - The Collective Bargaining Committee shall consist of:
 - a. two elected Representatives from each Branch in accordance with Bylaw 3.
 - b. Chairperson of the Collective Bargaining Committee
 - c. the Bargaining Unit President
 - d. the Federation Officer
2. Committee Structure
 - a. the Collective Bargaining Committee shall elect one Chairperson from its Branch Representatives, who shall be an ex-officio Member of each sub-committee.
 - b. the Branch from which the Chairperson originates shall elect another representative to the Collective Bargaining Committee.
 - c. The TBU Members of the Committee will elect two vice chairs to lead Sub-Committees described in Bylaw 15.4.a
 - d. the TBU Members of the Committee shall sit on one of the two Sub-Committees described in Bylaw 15.4.a
3. Duties of the Committee

It shall be the responsibility of the Collective Bargaining Committee:

 - a. to survey the membership to determine its needs and priorities with regard to various aspects of the Collective Agreements.
 - b. to prepare the Collective Bargaining Briefs based on the recommendations of the membership and the priorities of provincial CBC.
 - c. to make a recommendation regarding the ratification of a Tentative Collective Agreement to the appropriate membership.
4. Sub-Committees:
 - a. the Committee may appoint Sub-Committees as needed to investigate various aspects of the TBU Collective Agreement.
 - b. the number of Members in each Sub-Committee is to be determined by the Committee.
 - c. each Sub-Committee may divide into research groups, each to investigate a specific topic.
 - d. the number of Members in each research group is to be determined by the Sub-Committee.
 - e. each Sub-Committee and research group will elect of its own Members a recording secretary.
 - f. other Sub-Committees may be appointed if deemed necessary.
 - g. notwithstanding the above, until such time as the Board agrees to combined negotiations for Secondary School and Occasional Teachers, there will be a Sub-Committee for the Occasional Teachers consisting of the OT Collective Bargaining Committee Members and other Members of the Bargaining Unit as deemed necessary. The duties of this sub-committee shall be those described in Bylaw 15.3.

5. Collective Bargaining Table Team
 - a. the Table Team shall include:
 - i. the TBU President
 - ii. the Federation Officer
 - iii. the Collective Bargaining Chairperson
 - iv. the Occasional Teachers' Branch President
 - v. plus other Members from within the Collective Bargaining Committee as deemed necessary by the Collective Bargaining Committee.
 - b. Duties of the Collective Bargaining Table Team
 - i. to negotiate Collective Agreements under the terms of the Labour Relations Act
 - ii. to work in cooperation with the Provincial Collective Bargaining Committee by keeping them fully informed about the progress of Bargaining Unit negotiations.
 - c. Members of the Table Team will be provided with Federation Release to attend negotiations. When negotiations are held during times of the year that are not regular school days, then the Members of the table team shall be entitled to lieu days, during the school year, equal to the number of days spent negotiating. Lieu days shall be granted to the Member when they request it and the days must be redeemed no more than 12 months after the time during which it was earned.
6. Term of Office
 - a. the term of office shall be for a two-year term. A Branch Representative will be elected each year for a two-year term. In the case of extended negotiations, the membership of the Committee will remain the same until completion of that round of negotiations.
7. Procedures for Ratification of Tentative Agreements and/or Amendments to the Collective Agreement
 - a. the Collective Bargaining Committee shall make a recommendation regarding the ratification of a Tentative Collective Agreement and/or amendments to the membership at an Emergency General Meeting convened by the President at the request of the Collective Bargaining Committee.
 - b. a summary of the terms of the Tentative Collective Agreement and/or amendments shall be provided to the membership prior to the Emergency General Meeting when time provides.
 - c. the Chief Negotiator shall present the recommendation of the Collective Bargaining Committee to the membership at the Emergency General Meeting, explain the terms of the Tentative Collective Agreement and/or amendments, and answer questions from the membership.
 - d. following the information session in c. above, the Chief Electoral Officer shall arrange for a secret ballot to occur in each Branch over the next two working days, supervised by the Branch President, or designate. Following the vote, the ballots will be counted and the results forwarded to the Chief Electoral Officer who will tabulate and communicate the results of the vote.
 - e. notwithstanding the above, until such time as the Board agrees to combined negotiations for Occasional Teachers and Secondary School Teachers, the Occasional Teachers' tentative collective agreement will be voted on by the Occasional Teacher Members and the Secondary School Teachers' tentative collective agreement will be voted on by the Secondary School Teacher Members.

BYLAW 16 - Educational Services Committee

1. Membership - The Educational Services Committee shall consist of:
 - a. one elected representative from each Secondary School Branch
 - b. Educational Services Officer (ESO), who shall serve as the Educational Services Committee Chairperson
 - c. the immediate past-ESO

2. Committee Structure
 - a. the Educational Services Committee shall elect from among its *Branch* Representatives one ESO.
 - b. the school from which the ESO originates shall elect another representative to the Committee.
3. Duties of the Committee
 - a. to promote and coordinate all Professional Development activities within the Bargaining Unit
 - b. to administer the Professional Development Plan in accordance with Bylaw 16, Part 4 and the Collective Agreement
 - c. to report through its Chairperson to Council
 - d. to work in cooperation with the Provincial Educational Services Committee.
 - e. to publish a calendar of application deadlines for the Professional Development Plan.
4. Professional Development Plan Guidelines

The intent of the Professional Development (PD) Plan is to assist with costs related to teacher initiated professional development activities which may support individual professional goals. The PD Plan will be used by the Educational Services (ES) Committee to finance individual teacher requests for courses, projects, research, workshops, conventions and updating courses. Branch in-service programs may also be financed by the PD Plan.
5. Guidelines to be Used by the Educational Services Committee When Considering Requests.
 - a. The procedures for application, approval, funding, and reimbursement shall be determined by the Educational Services Committee at the last meeting of the Committee each school year, to be in place for the following school year. Once determined, the procedures shall be made available in writing to Bargaining Unit Members by September 1.
 - b. Appeal
 - i. if a request is refused at the Educational Services Committee level, an appeal can be made to the Committee for a just cause.
 - ii. if a Member is not satisfied with the just cause provided by the Educational Services Committee, the Member may appeal through their Staff Representative to Council. The Council will rule on the appeal following consultation with the ESO.

BYLAW 17 - Liaison Committees/ Teacher-Board Relations Committee

1. A Liaison Committee/Teacher-Board Relations Committee as set forth in the Collective Agreements will be a standing committee.
2. The three Members of the Committee shall be
 - a. the President
 - b. the Federation Officer
 - c. one other Member selected by the President from the pool of alternates.
3. The pool of alternates shall be selected by Council at the first meeting of the school year.

BYLAW 18 - Constitution Committee

1. Membership - The Constitution Committee shall consist of:
 - a. Chair: immediate Past President, or, in the event of that individual's absence, a current Vice President
 - b. other Members as determined by Council
2. Duties of the Committee

It shall be the responsibility of the Constitution Committee:

 - a. to review the Constitution as directed by the Executive and/or the Council;

- b. to recommend to the General Meeting of the Bargaining Unit such changes as may become necessary.

BYLAW 19 - Finance Committee

The TBU Finance Committee shall consist of one Vice President, who will act as Chair, the Treasurer, and one other Member appointed by Council. The duties of the Committee shall be:

1. Review Bargaining Unit finances from the previous budget year.
2. Prepare a budget for presentation to Council and the Annual General Meeting.
3. Review the TBU levy annually and report to the Members at the AGM

BYLAW 20 - Health and Safety Officers

1. The Bargaining Unit Council shall appoint two health and safety officers plus two alternates.
2. It shall be the duty of the Health and Safety Officers to
 - a. represent the bargaining unit on the Joint Health and Safety Committee of the Board
 - b. attend Bargaining Unit Council and report on the Joint Health and Safety Committee meetings
 - c. receive reports of Health and Safety concerns from bargaining unit Members
3. Terms of Office.

Each year, a health and safety officer and an alternate will be appointed for a two year term such that the terms of office overlap.

BYLAW 21 - Duties of the Branch Representative to Council

1. Duties are to include the following:
 - a. to attend Council as a representative voice for the Branch Members, report to their Members on Council meetings in a manner as determined by Council, distribute information received from the President, Executive or Provincial OSSTF
 - b. to act as OSSTF spokesperson in the Branch for your Members
 - c. to assist Branch Members with available resources as per the Collective Agreement(s), Federation policy, and/or benefits
 - d. to assist Branch Members in dealings with the administration
 - e. to develop an effective working relationship with the administration
 - f. to conduct Branch meetings to deal with rising issues or concerns identified within the Branch or by the Council or Executive
 - g. to delegate as appropriate the above duties
 - h. to conduct a ratification vote on amendments to the Collective Agreement at each Branch

BYLAW 22- Duties of the Chief Electoral Officer

Duties are to include the following:

1. Election of Officers
 - a. shall receive nomination forms for Executive Officers and AMPA delegates and alternates
 - b. shall receive in confidence campaign information from each candidate for office for publication in the Bargaining Unit newsletter. All materials will then be forwarded to the Communications Officer, in concert, for publication.
 - b. shall report, at the appropriate meetings, the nominations for offices to be filled at that meeting
 - c. shall supervise the distribution, collection and counting of ballots
 - d. shall announce the results of the balloting
2. Ratification or Amendment of the Collective Agreements
 - a. shall conduct a secret ballot, tabulate the results of the ballot and communicate the results to the President, or designate

BYLAW 23- Ken Robins Bursary

1. Purpose:
 - a. a Bursary shall be established to provide financial assistance to a Member or Members of the TBU to pursue professional development in the areas of labour relations and negotiations.
 - b. such Bursary shall be available through application to the Bargaining Unit Executive who shall have discretion as to the awarding of the application or applications.
2. Funding:
 - a. such Bursary shall be included in the Annual Budget of the Bargaining Unit.
 - b. the budget will add a minimum of one thousand dollars (\$1000) to the fund each year with the following provisions.
 - i. the fund will be allowed to accrue to an amount not to exceed five thousand dollars (\$5000).
 - ii. any funds that accrue beyond the five thousand dollar (\$5000) limit will be distributed to the general funds of the Bargaining unit.

BYLAW 24 - Anti-Harassment and Anti-Bullying

1. There shall be an Anti-Harassment and Anti-Bullying Policy and Resolution and Complaint Procedure in effect for Bargaining Unit-sponsored functions including, but not limited to, all General, Council, Executive, and Committee Meetings. There shall be an Appeals Procedure in effect allowing Members to challenge findings arising from the aforementioned Procedure.

BYLAW 25 - Amendments

Amendments to the Bylaws may be made at any General Meeting other than an Emergency Meeting of the Bargaining Unit:

1. By a one-half vote of the Members qualified to vote, present, and voting, provided that:
 - a. notice of the proposed amendment shall have been given in writing to the Constitution Chairperson at least two weeks prior to the General Meeting
 - b. such notice shall have been forwarded to the membership at least one week prior to the General Meeting.
2. If previous notice has not been given, then by a three-quarters vote of the Members qualified to vote, present, and voting.

APPENDIX: POLICIES

1. Bereavement
It is the policy of the OSSTF District 8 TBU that
 - a. flowers or a charitable donation will be sent at the death of a Council Member or Council Member's present spouse, child, mother or father.
 - b. a representative of Council will attend the funeral or memorial service or funeral home visitation, if feasible.
 - c. on the death of a former Council Member, flowers or a charitable donation or a card should be sent.
2. Re-employed Retirees and Mandatory Benefits
It is the policy of the OSSTF District 8 TBU that
 - a. if a teacher who is retired on either a pension or the commuted value of a pension from the Ontario Teachers' Pension Plan becomes re-employed by the Board as a Member of the TBU, then that teacher shall not be required to enrol in the mandatory group benefits plans, namely Life Insurance, Long Term Disability Insurance and the Employee Assistance Plan.
3. Donations
It is the policy of the OSSTF District 8 TBU that TBU donations:

- a. must benefit children outside a school or board activity;
 - b. will be dispersed in their entirety to one or two beneficiaries;
 - c. can be dispersed to local or global beneficiaries;
 - d. will be dispersed in response to an announcement for applications posted in the first week of September. The applications must originate locally and the deadline for applications will be the last Friday before Thanksgiving. The applications will be reviewed and a decision will be made at the first TBU Council meeting after Thanksgiving.
4. District 8 OSSTF Student Bursary
- It is the policy of the OSSTF District 8 TBU that:
- a. a District 8 OSSTF Student Bursary shall be given to one or two graduating student in each of the Board Secondary Schools who qualifies for the Bursary under the criteria established by the OSSTF Members in each of the AMDSB Secondary Schools.
 - b. nominees for the school bursary shall meet the criteria established and the final selection shall be made by secret ballot of the OSSTF Members in the specific school or by an in-school OSSTF Committee established for such selection.
 - c. the OSSTF Branch President shall be responsible for overseeing and implementing the nomination and selection and ensuring that the award is made know to potential recipients.